

**STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
101 East River Drive
East Hartford, CT 06108**

CONTRACTS & PURCHASING DIVISION (860) 622-2537

QUALIFICATION REQUIREMENTS

Date: July 29, 2004

AGENCY: Department of Information Technology

Vendors who are not already qualified e-Government vendors under Contract Award 990-A-26-7054 or Contract Award 012-A-26-7011 must submit all the requirements listed in these Qualification Requirements, and meet all the qualification criteria, before their response to the SOW #04ITZ0041 will be evaluated.

APPROVED: _____

**HOLLY MILLER-SULLIVAN
DIRECTOR
CONTRACTS AND PURCHASING DIVISION**

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1 FORWARD

1.1 Introduction

The Department of Information Technology (DOIT) is responsible for “The purchase and provision of supplies, materials, equipment and contractual services, as defined in section 4a-50” (CGS Sec 4a-2). Within DOIT, the Contracts and Purchasing Division (CPD) is responsible for processing and authorizing all procurement activities for information technology and micrographic hardware, equipment, software and contractual services.

The Department of Information Technology in association with the Office of Policy and Management, has been given the responsibility to oversee the development and deployment of the Electronic Government program on behalf of the executive branch agencies of the State of Connecticut. The program is sponsored jointly by Chief Information Officer G. Rock Regan and OPM Secretary Marc Ryan.

Electronic Government is a program to achieve cost and productivity savings by capitalizing on the existing State information technology infrastructure and the growing access to those technologies by the public and corporations. This will be achieved by funding and overseeing a succession of Electronic Forms (e-Forms) projects that are to be planned and managed according to a defined set of management guidelines. These projects will also require a formal business process re-engineering methodology, and are expected to produce significant performance improvements over existing processes.

DOIT recognizes that the size, scope and timing of future E-forms projects may exceed staff capacity. It also expects that new technical skill requirements may not be available in-house. Therefore, it expects to rely on IT consulting vendors for assistance. In order to engage vendors in a cost effective and expeditious manner, the Department of Information Technology is issuing this request to Vendors to pre-qualify them and establish an acquisition process for quick and competitive solutions on a project by project basis.

1.2 Qualification of Vendors

DOIT is issuing this Qualification Request (QR) in order to build a roster of vendors with a demonstrated capability to provide full service technology solutions for future e-Forms projects. Qualified vendors will be placed on a roster of Qualified e-Forms Vendors, which subsequently will facilitate competitive bids and ultimately award contracts.

2 QUALIFICATION PROCESS

2.1 Overview

Qualification is a multi step process involving notification, response and evaluation of vendors for inclusion on the roster. This QR document is organized into sections describing the process and requirements involved in qualification and subsequent engagement of a vendor. Each section contains detailed descriptions, instructions and related information so responding vendors will have a clear understanding of the goals, objectives and requirements associated with each step.

2.2 Notification to Prospective Vendors

Commencing with this QR and no sooner than bi-annually thereafter, DOIT will publish a notice that any person, firm or corporation which desires to be listed with the Department as a Qualified e-Forms Vendor, shall respond to a request for such qualification.

This qualification is for the purpose of expediting the evaluation time of submitting Vendors. The State encourages Vendors to submit qualification information. All Vendors submitting responses for a SOW must pass the qualification requirements.

Notification is “on-going”. Once a SOW is issued, its response due date is the limit for qualification.

2.3 Vendor Participation

Vendors wishing to participate in the qualification process can do so by acquiring a complete copy of this Qualification Request document and following the instructions for response.

Prospective Vendors must respond with valid proposals by the due date specified in the related SOW. Valid proposals are those which conform to the format, content and timing requirements detailed in Attachment A—Vendor Response Requirements.

2.4 Evaluation of Vendors for Roster Listing

Vendors responding to the QR will be entered into an evaluation process to qualify them for inclusion in the roster. Qualification will be based on experience and documented references for prior work of the size and nature described in the Attachment B—Technical & Business Requirements. At the conclusion of a thorough evaluation review, “acceptable” vendors will be notified and placed on the roster of Qualified e-Forms Vendors

2.5 Minimum Qualifications Summary

Vendors must have the following minimum qualifications in order to submit a response document and be included in the evaluation process. Those failing to meet these requirements will be automatically disqualified without further evaluation and will not be listed on the roster of Qualified e-Forms Vendors.

- Practical experience with the types of projects envisioned by the State.
- Demonstrable successes with clients.
- Qualified personnel.

2.6 Business Requirements

The technical infrastructure and general business requirements defined in Attachment B will be used as a key element of the overall evaluation process. The Technical Requirements Section of the document describes the hardware infrastructure as well as development and application environments expected to be involved in future e-Forms projects. The Business Requirements Section includes a general description of all expected business processes in order to convey the size, scope and complexity of future projects. Actual projects may not include all defined processes and therefore may be smaller or larger in size, scope and complexity.

2.7 Schedule

The schedule will be that of the related SOW.

2.8 Contact Person

Any questions regarding these Qualification Requirements must be addressed to:

Ed Fitch-e-Gov – ed.fitch@po.state.ct.us
Department of Information Technology
101 E. River Dr.,
E. Hartford, CT 06108

All questions must be submitted in writing and received by the question due date and time as shown in the related SOW. The State will make every effort to respond to the questions prior to the due date of the responses.

2.9 Compliance

Future e-Form Purchase Orders will be issued as a result of a competitive bid process when Statements of Work are issued by the State. Therefore, qualification is contingent on being in compliance with the regulations and specifications defined in the Attachments to this QR.

3 USE OF THE ROSTER

3.1 Notification of e-Forms Project

When a State of CT Agency receives approval for an e-Forms Project, the Agency will discuss project requirements with DOIT. If it is determined there is a need for Vendor involvement, the Agency will prepare a Statement Of Work (SOW). The SOW is a description of the tasks to be performed by the vendor in terms of required outcomes or results. The SOW will be issued by Department of Information Technology (DOIT) much like an Invitation To Bid (ITB). The SOW will be forwarded to all Vendors listed on the roster as well as posted on the DOIT web site. Pre-qualified Vendors will only need to respond to the SOW.

DOIT will act as the primary authority by reviewing Vendor submissions and selecting the lowest responsible qualified vendor in accordance with criteria set forth in the SOW. Additional agencies may also participate in the project.

3.2 Engagement Process

Once an award is made, the participating Vendors will respond directly to the entity issuing the SOW. The requesting Agency will be the business owner and the Department of Information Technology (DOIT) will be the Liaison. The requesting Agency will issue a Purchase Order and notify the Vendor when work is to begin.

3.3 Removal from the roster

The State reserves the right to remove Vendors from the roster at any time, for any reason.

A Vendor must respond to at least 25% of all e-Forms SOW's issued within a 6 month period when requested to do so by any State Agency. Failure to meet this requirement may be construed as non-performance by the Vendor.

A Vendor listed on the roster may withdraw its name at any time by submitting a signed written request to the Department of Information Technology. Upon receipt of a withdrawal request, DOIT will remove the Vendor's name from the roster of qualified e-Forms Vendors.

4 ADMINISTRATIVE REQUIREMENTS

4.1 Conformity to Instructions

Vendors must conform with all instructions and conditions when responding to this QR. The State, at its discretion, may reject any non-conforming response.

4.2 Responses to this QR

Vendors desiring to participate in this QR process **must** prepare and submit a response in the format and organization as described in Attachment A. Those not following the prescribed format will be considered non-responsive.

4.3 Identifying QR Communications

All responses and other communications with the State regarding this QR must be submitted in writing in a sealed envelope clearly identifying

- the appropriate SOW reference number.
- the applicable response due date and time indicated in the SOW.
- the name and address of the originating vendor.
- A statement identifying the communication as a QR associated with the above SOW.

Any material received that does not so indicate its QR related contents will be opened as general mail, which may not ensure the vendor's intent.

4.4 Vendor Questions and State Replies

DOIT will accept vendor questions as stated in the associated SOW.

4.5 Deviation from QR Specifications

The State reserves the right to reject any vendor response that it decides is non-responsive to this QR; this would include conditional responses. The State also reserves the right to waive minor irregularities and omissions if, in the judgement of the State, the best interests of the State will be served.

4.6 Vendor Contact(s)

The vendor response must provide contact information, as defined in Attachment A, to clearly identify the individual responsible for clarifying response content and for approving any agreement with the State.

4.7 Validation of Response Information

The Vendor's response shall constitute a binding commitment, which the State may include, by reference or otherwise, into any future e-Forms related agreement with a vendor. Therefore, the Vendor's original document must be validated by signature of a person having such authority to commit the Vendor.

The signer's authority in this regard must be authenticated by a signed statement to that effect by an appropriate higher-level company official.

4.8 Response Completeness

To be acceptable, responses must contain all required information and statements in the form requested by this QR. Vendor responses must submit "none" or "not applicable" responses to any QR question and information request, when such a response is the only appropriate response.

4.9 Amendment or Cancellation of QR

The State reserves the right to amend or cancel this QR at any time if it deems it to be in the best interest of the State to do so.

4.10 Response Modifications

No additions or changes to any vendor response will be allowed after the proposal due date, unless such modification is specifically requested by the State.

4.11 Control of QR Events and Timing

Timing and sequence of events resulting from this QR will be determined by the State.

4.12 Response Expenses

The State of Connecticut assumes no liability for payment of any costs or expenses incurred by any vendor in responding to this QR.

4.13 Acceptance or Rejection of Response

The State reserves the right to accept or reject any or all responses submitted for consideration in whole or in part; and to waive minor technical defects, irregularities, or omissions, if, in its judgment, the best interest of the State will be served.

4.14 Ownership of Responses

All responses shall become the sole property of the State of Connecticut.

4.15 Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by vendors with any State Agency or employee will be disregarded in any State proposal evaluation or associated award.

4.16 Bonding Requirements

Any bonding requirements will be stated in the SOW.

4.17 Vendor Presentation of Supporting Evidence/Surety

Vendors must be prepared to provide any evidence or experience, performance ability, and/or financial surety that the State deems to be necessary or appropriate to fully establish the performance capabilities represented in their responses.

4.18 Vendor Proof of Experience

Vendors must be able to confirm their ability to provide all proposed services. In line with such, any required confirmation must be provided at a site approved by the State and without cost to the State.

4.19 Vendor Misrepresentation or Default

The State will reject the response of any vendor and void any award resulting from this QR to a vendor who materially misrepresents any information or defaults on any State contract.

4.20 Conformance of Awards with State Statutes

Any award resulting from this QR must be in full conformance with the State of Connecticut statutory, regulatory and procedural requirements.

4.21 Erroneous Awards

The State reserves the right to correct inaccurate awards, including canceling an award and contract, resulting from its clerical errors.

4.22 Registration with Connecticut Secretary of State

All e-Forms related Contract Awards will be contingent upon the vendor's obtaining the following:

-
1. a **Certificate of Authority**, Certificate of Legal Existence, or Certificate of Good Standing, as applicable, from the Connecticut Secretary of State's Office, prior to the execution of the contract;
 2. a **Tax Clearance Statement** from the Department of Revenue Services within sixty (60) days of the execution of the contract; and
 3. a **Statement from the Department of Labor** regarding employee contributions within sixty (60) days of the execution of the contract.
- All Such Material Should Be Submitted In A Separate Sealed Envelope And Marked CONFIDENTIAL**

4.23 Freedom of Information

Due regard will be given for the protection of proprietary information contained in all proposals received; however, vendors should be aware that all materials associated with the procurement are subject to the Freedom of Information Act (FOIA) and all rules, regulations and interpretations resulting therefrom.

It will not be sufficient for vendors to merely state generally that their response is proprietary in nature and not therefore subject to release to third parties. Those particular sentences, paragraphs, pages, or sections that a vendor believes to be exempt from disclosure under the FOIA must be specifically identified as such.

Convincing explanation and rationale sufficient to justify such exemption consistent with the FOIA Section 1-210 of the Connecticut General Statutes must accompany the response. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

ALL SUCH MATERIAL SHOULD BE SUBMITTED IN A SEPARATE SEALED ENVELOPE AND MARKED "CONFIDENTIAL".

4.24 Workers' Compensation

A vendor receiving a future e-Forms related award must carry sufficient Workers' Compensation and liability insurance in a company, or companies, licensed to do business in Connecticut, and furnish certificates as may be required by DOIT.

STATE OF CONNECTICUT
DOIT – CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE, 4th Floor
EAST HARTFORD, CT 06108-3274

Bid Number

QR

STANDARD BID AND CONTRACT TERMS AND CONDITIONS

SCOPE

These Standard Bid and Contract Terms and Conditions are definitely a part of each Invitation to Bid and Contract Award. Unless otherwise stated or the context clearly so indicates, these terms and conditions apply in like force to contracts for the purchase of personal property and contractual services.

All Invitations to Bids issued by the Contracts & Purchasing Division will bind Bidders to the terms and conditions herein set forth, **except** as specifically qualified in *Special Bid and Contract Terms and Conditions* issued in connection with any individual Invitation to Bid.

DEFINITIONS

As used herein, as well as in all specifications, Invitation to Bids, awards, contracts, etc., issued by the Contracts & Purchasing Division the following definitions shall apply, unless otherwise indicated:

State: The State of Connecticut

Contracts Division: Department of Information Technology, Contracts & Purchasing Division of the State of CT

Agency: Any or all State Departments, Institutions and Agencies,

Bidder: Any Individual, Firm or Corporation submitting bids on an invitation to Bid issued by the Contracts & Purchasing Division

Contractor: Any Individual, Firm or Corporation to which a contract is awarded against a bid submitted

Invitation to Bid: The document which states, for the information of prospective suppliers, the terms and conditions under which a specified procurement will be made in a particular instance

Bid: An offer submitted in response to an Invitation to Bid, to furnish supplies or services to the State under certain prescribed conditions, at a stated price

Lowest Responsible Qualified Bidder: The bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for faithful performance of the work based on criteria set forth in the bid proposal and considering past performance and financial responsibility

Contract: The acceptance by the State of an offer by a bidder to furnish supplies or services at a stated price in response to an invitation for bids

All qualified prospective Bidders on the mailing list of the Division will be eligible to receive copies of invitations for bids issued by the Contracts & Purchasing Division on all commodity groups on which a desire to receive bids has been indicated. Failure to submit bids on or reply to three consecutive invitations for bids mailed to a prospective Bidder will cause the name of such Bidder to be removed from the mailing list for such group.

Any alleged oral agreement or arrangement made by a Bidder or Contractor with any State Agency, the Contracts & Purchasing Division, or an employee of the Division, will be disregarded.

SUBMISSION OF BIDS

1. Bids must be submitted on and in accordance with forms supplied by the Contracts & Purchasing Division. Telephone or facsimile bids will not be accepted under any circumstances in response to a sealed Invitation to Bid.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening shall not be considered. All bids must be sealed in envelopes supplied by the Bidder. All bids must be addressed to the State of Connecticut, Dept. of Information Technology, Contracts & Purchasing Division, 4th Floor, 101 East River Drive, East Hartford, Connecticut 06108-3274. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left-hand corner of the envelope.

3. Bidders are cautioned to verify their bids, before submission, as amendments to bids submitted, if received by the Contracts & Purchasing Division after time specified for opening of bids, shall not be considered. This applies to bids sent by mail and those delivered in person. An original and one (1) copy of the bid shall be returned to the Contracts & Purchasing Division. Bids shall be typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. A person duly authorized to sign bids on behalf of the bidder shall sign all bids. Unsigned bids shall be rejected. All signatures shall be original signatures, unless there is specific authorization from the Contracts & Purchasing Division for the use of non-manual forms of signature. Bidders are cautioned that the person signing the Bid Proposal or his authorized designee must initial errors, alterations or corrections on both the original and copy of the Bid Schedule. In the event an authorized designee initials the correction, there must be written authorization from the person signing the Bid Proposal to the person initialing the erasure alterations, or correction. This includes erasures; alterations, corrections, or any typing cover

up method to change the unit price, total price, quantity, unit and description of commodities and/or services. Failure to do so shall result in rejection of bid.

4. All information required in the bid documents must be given to constitute a formal bid. Failure to provide such information may result in disqualification of bid.

5. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one limiting, or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.

6. Bids may be submitted for all or any part of total quantities or for any or all agency requirements listed in the bid, unless otherwise specifically indicated.

7. Alternate proposals will not be considered unless specifically called for in the Invitation to Bid. An alternate proposal is defined as one that is submitted in addition to the bidders primary response to the specified bid. Multiple bid(s) shall not be considered for any item unless specifically requested in the proposal. A multiple bid is defined as more than one response to the same Bid by the same bidder whether on a separate bid form or attached to initial bid response.

8. Unless limited by the term "no substitute," the use of the name of a manufacturer or of any particular make, model, or brand in describing an item, does not restrict bidders to that manufacturer or specific article. This means it is being used simply to indicate the character or quality of the article so described: but the article offered must be of such character and quality and include any applicable options, accessories, etc. That it will serve the purpose for which it is to be used equally as well as that specified, and shall be deemed by the State to be so warranted by the bidder. Bids on comparable items must clearly state the exact article being offered including any and all applicable options, accessories, etc., and bidder shall furnish such other information concerning the article being, offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article he offers is other than as specified, it will be understood that the bidder is offering, the article exactly as specified.

9. Prices should be extended in decimals, not fractions; to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

10. In accordance with section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

11. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Any discrepancy between the two copies of the bid schedule submitted shall result in rejection of bids for items so affected except in the event of bids awarded on a total basis in which case the lower total price will be considered in making the award.

12. Bidder declares that the bid is not made in connection with any other Bidder submitting, a bid for same commodity or commodities, and is in all respects fair and without collusion or fraud. Whenever a non-collusive bid statement form is issued as part of an invitation for bids, such statement must be completed in every detail.

13. All bids will be opened and read publicly. Bidders may be present or be represented at all openings. Upon award, bids are subject to public inspection during normal business hours of the Division. Summaries of bids received are not distributed by the Division nor given out by telephone.

14. The Contracts & Purchasing Division reserves the right to amend or cancel an Invitation to Bid prior to the date and time of bid opening.

GUARANTY OR SURETY

15. A guaranty that bidder will execute contract and furnish performance surety, when requested and within ten (10) days after execution date of contract, shall, if required, be submitted with bid. Guaranty may be submitted in any one of the following forms:

- Annual bid bond in the amount of \$5,000.00 to cover all bids up to \$50,000.00 submitted within one year.
- Individual bid bond for up to ten (10) percent of the total amount of each separate bid.
- Certified check made payable to "Treasurer, State of Connecticut," for up to ten (10) percent of the total amount of each separate bid.

16. Performance surety binding the Contractor faithfully to fulfill the obligations of his bid as accepted may be required. Such surety in an amount up to one hundred

TERMS & CONDITIONS

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STANDARD BID AND CONTRACT TERMS AND CONDITIONS

(100) percent of each separate award, may be submitted in the form of a performance bond, of a licensed surety company, certified check or irrevocable letter of credit from a Commercial Banking Institution.

17. Bonds must meet the following requirements:

- a. Corporation: An official of the corporation above his official title must sign the Bond and the corporate seal must be affixed over his signature.
- b. Firm or Partnership: All the partners must sign the bond and indicate they are "Doing Business As (name of firm)".
- c. Individual: The Individual owning the business and indicated "Owner" must sign the bond.
- d. The surety company executing the bond must be licensed to do business in the State of Connecticut, or a company so licensed must countersign bond.
- e. An official of the surety company must sign the bond and the corporate seal must be affixed over his signature.
- f. Signatures of two witnesses for both the principal and the surety must appear on the bond.
- g. Power of Attorney for the official signing the bond for the surety company must be submitted with the bond, unless such Power of Attorney has previously been filed with the Division.

SAMPLES

18. All specifications are minimum standards. Accepted bid samples do not supersede specifications for quality. However, if any accepted bid sample is superior in quality to the specifications, all deliveries shall have the same identity and quality as the accepted bid sample.

19. Samples, when required, must be submitted strictly in accordance with instructions: otherwise bid may not be considered. If samples are requested subsequent to opening, of bids, they shall be delivered as specified in bid. Samples must be furnished free of charge and must be accompanied by descriptive memorandum indicating if the Bidder desires their return, provided they have not been used or made useless by test. Samples may be held for comparison with deliveries. Bidders may pick up samples at the Contracts & Purchasing Division.

20. When the bid indicates that an item is to be equivalent to a sample, such samples will be on display at the Division unless another location is specified. Failure on the part of a Bidder to examine sample shall not entitle him to any relief from the conditions imposed by the Invitation to Bid.

AWARD

21. Award will be made to the lowest responsible qualified Bidder. Past performance and financial responsibility shall always be factors in making this determination. The quality of the articles or services to be supplied, their conformity with specifications, their suitability to the requirements of the State, the delivery terms and administrative costs of the State as currently prescribed by the Contracts & Purchasing Division, will be taken into consideration in making the award.

22. The Contracts & Purchasing Division reserves the right to award by item, or part thereof, groups of items, or all items of the bid; to reject any and all bids in whole or in part; to waive minor irregularities and omissions if, in the Division's judgement, the best interest of the State will be served.

23. The Contracts & Purchasing Division reserves the right to make awards within thirty (30) days or an earlier date specified by a Bidder in his bid, such awards shall be conditioned upon Bidder's acceptance.

24. A Bidder, if requested, must be prepared to present evidence of experience, ability, service facilities, factory authorization and financial standing necessary to meet satisfactorily the requirements set forth or implied in the bid.

25. The quantities listed in the bid schedule may be increased or decreased by the Contracts & Purchasing Division to meet new or amended requirements of state agencies between the time the bid is issued and the time award is made, subject to the Bidder's acceptance.

26. All other factors being equal, preference may be given to resident bidders of the State and to commodities produced or manufactured in the State.

27. Bidders may offer cash discount for prompt payment, but such cash discount will not be taken into consideration in determining low bidder except in the case of tie bids.

28. The Contracts & Purchasing Division reserves the right to reject the bid of any bidder in default of any prior contract or guilty of misrepresentation, or of any company having as its sales agent or representative, or member of the firm, an Individual in default or guilty of misrepresentation

29. The Contracts & Purchasing Division reserves the right to correct inaccurate awards resulting from their clerical or administrative errors.

CONTRACT

30. Each bid will be received, with the understanding that the acceptance in writing, by the Contracts & Purchasing Division of the offer to furnish any or all of the commodities or services described therein, shall constitute a contract between the Bidder and the State, which shall bind the Bidder on his part to furnish and deliver the commodities and/or services at the prices given and in accordance with conditions of said accepted bid and specification and Standard Bid and Contract Terms and Conditions form SP-7A of current issue and the State on its part to order the commodities and/or services from such contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, all commodities or services ordered and delivered. The State reserves the right to order up to ten (10) percent more or less than the quantity listed in the bid or as amended in the award. C.H.R.O. figures are for reporting purposes only and shall not be part of the contract. Contract acceptance is not an order to ship. See No. 40.

31. Subject to the acceptance of the contractor quantities may be ordered against contracts by State Agencies not originally or specifically mentioned. Quantities may also be transferred between agencies under an adjustment in transportation costs providing such transportation costs are based on separately determined delivery costs to individual agencies.

32. No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the Contracts & Purchasing Division.

33. Contracts will remain in force for full period specified and until all articles or services ordered before date of termination shall have been satisfactorily delivered and accepted (and thereafter until all terms and conditions have been met), unless:

- a. Terminated prior to expiration by satisfactory delivery against orders of entire quantities contracted for.
- b. Extended upon written authorization of the Contracts & Purchasing Division and accepted by Contractor, to permit ordering of unordered balances or additional quantities at contract price and in accordance with contract terms.

34. Contract quantities will be assumed to have been ordered out of expiration period according to contract terms. Contractor must furnish a statement of unordered balances as required by the Contracts & Purchasing Division prior to termination of contract.

35. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the Contracts & Purchasing Division.

36. The placing in the mail to the address given in his bid or delivery of a notice of award to a bidder will constitute notice of acceptance of contract. If any bidder refuses to accept, a contract awarded to him within ten (10) days of said notice, such contract may be awarded to the next lowest responsible qualified bidder, and so on until such contract is awarded and accepted. Refusal to accept a contract after the ten (10) day period shall not be considered and such bidder shall be subject to the provisions of paragraph 38.

When so requested by the Contracts & Purchasing Division, the Contractor shall execute a formal contract with the state for the complete performance specified therein.

37. The contract may be canceled or annulled by the Contracts & Purchasing Division upon nonperformance of contract terms or failure of the Contractor to furnish performance surety within ten (10) days from date of request. Any unfulfilled deliveries against such contract may be purchased from other sources at the Contractor's expense.

38. Failure of a Contractor to deliver articles or perform services within the time specified on his bid proposal, or as amended by the Contractor and accepted by the Contracts & Purchasing Division, or within reasonable time as interpreted by the Contracts & Purchasing Division, or failure to make replacement of rejected commodities or fulfill unperformed services when so requested, immediately or as directed by the Contracts & Purchasing Division, will constitute authority for the Contracts & Purchasing Division to purchase on the open market, commodities or services to replace those which have been rejected, not delivered, or not performed. The Contracts & Purchasing Division reserves the right to authorize immediate purchases on the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees to promptly reimburse the State for excess cost occasioned by such purchases. Such purchases will be deducted from the contract quantities. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the Contracts & Purchasing Division.

39. When commodities are rejected, same must be removed by the Contractor from the premises of the Agency within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of

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such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and the State shall have the right to dispose of them as its own property.

40. Contract acceptance is not an order to ship. Purchase Orders against Contracts will be placed by Agencies directly with the Contractor. All orders must be in writing and must bear the contract number and approval of the State Comptroller. Contractor making delivery without formal written order does so at his own risk.

41. The Contracts & Purchasing Division reserves the right to remove from mailing list for future bids for an indeterminate period, the name of any Bidder for failure to accept contract, (after 10 days notice as defined in par. 36) or the name of any Contractor for unsatisfactory performance of contract or failure to reimburse the State for open market purchases made to contractor or default as outlined in paragraph 38.

CONTRACT GUARANTY

42. Contractor hereby agrees to:

- a. Perform contract in accordance with the specifications and bid under which the contract was awarded.
- b. Save the state, its agents, or employees harmless from liability of any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of the contract of which the contractor is not the patentee, assignee, or licensee.
- c. Guarantee his products against defective material or workmanship and to repair or replace any damage or marring occasioned in transit.
- d. Furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors.
- e. With respect to contracts for the provision of services to pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the service is to be provided, and of the State of Connecticut.
- f. With respect to contracts for the provision of services to carry proper insurance to protect the State from loss.

DELIVERY

43. It shall be understood and agreed that any and all commodities furnished shall comply fully with all applicable Federal and State laws and regulations.

44. Any equipment delivered must be standard new equipment, latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.

45. Materials and supplies delivered must be new items except as otherwise specifically stated in bid.

46. Delivery must be made as ordered and in accordance with bid. Unless otherwise specified in the bid, delivery shall be to agency loading, dock or receiving, platform. Contractor or contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on agency loading dock or receiving platform. State receiving personnel are not required to assist in this process. The decision of the Contracts & Purchasing Division as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the contractor.

47. Any request for extension of time of delivery from that specified must be approved by the State, such extension applying only to the particular item or shipment.

48. Commodities shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks, the containers to remain the property of the State unless otherwise stated in the Invitation to Bid.

49. Deliveries are subject to reweighing over official sealed scales designated by the State and payment will be made on the basis of net weight of materials received.

INSPECTIONS AND TESTS

50. The Inspection of all commodities and the making of chemical and physical tests of samples submitted with bids and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by the Contracts & Purchasing Division.

51. Any item that fails in any way to meet the terms of the contract is subject to rejection or to be paid for at an adjusted price basis. The decision of the Contracts & Purchasing Division shall be final.

PAYMENT

52. Unless otherwise specified in the Bid Schedule, payment for all accepted commodities and services, shall be due within forty-five (45) days after receipt of such commodities or services or the date that a properly executed state invoice form CO-17 is received, whichever is later. Bids submitted that require payment in less than forty-five (45) days are subject to rejection. Where there is a question of non performance of contract, payment in whole or in part may be withheld provided the contractor is notified in writing prior to the ending date of the forty-five (45) day payment period. In the event a cash discount for prompt payment is invoiced, the withholding of payments as provided for in this paragraph, shall not deprive the State of the right to take such cash discount.

53. Payment will be made only after presentation of a properly completed State Invoice form CO-17. Forms may be obtained from either the ordering agency or the Forms Management Contractor to the State. All invoices shall be sent directly to the ordering agency. All inquiries regarding the status of unpaid invoices shall also be directed to the ordering agency. In cases where there is any defect or impropriety in the Contractor's claim, the State agency shall contact the vendors within ten (10) days. If the contractor corrects the defect or impropriety within five (5) business days of being so contacted, and within the forty-five (45) day payment period, it shall not result in the contractor being paid after the expiration of the forty-five day payment period.

54. Contractor shall be allowed to charge interest at a rate of one percent (1%) per month on amounts due whenever any State agency fails to make timely payment in accordance with the provisions of paragraphs 53 and 54 above. Any amount of interest penalty that remains unpaid at the end of any thirty-day period shall be added to the principal amount of the debt and thereafter, interest penalties shall accrue on that amount. The contractor must submit a separate State invoice form CO-17 for interest charges.

55. All charges against a Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner, the Contractor shall pay the State, on demand, the amount of such charges. All remittances shall be made payable to Treasurer, State of Connecticut.

56. Payment for the used portion of an inferior delivery will be made by the State on an adjusted price basis determined by the Contracts & Purchasing Division.

SAVING CLAUSE

57. It is understood and agreed that the Contractor shall not be held liable for any losses resulting in the fulfillment of the terms of the contract which shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the Contractor and which by the exercise of reasonable diligence, the Contractor is unable to prevent.

58. Should the performance of any contract be delayed or prevented as set forth in paragraph 57. The Contractor agrees to give immediate written notice and explanation of the cause and probable duration of any such delay.

ADVERTISING

59. Reference by suppliers to sales to the State for advertising and promotional purposes without prior approval of the Contracts & Purchasing Division is expressly prohibited.

RIGHTS

60. It is expressly stipulated and understood that the State shall have and retain sole and exclusive right and title in and to the (forms) (maps) (material) produced for the State, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the (contractor) (printer) shall not copyright, register, distribute or claim any rights in or to said (forms) (maps) (materials) or the work produced under his contract.

61. The contractor or subcontractor offers and agrees to assign to the public purchasing body all right(s), title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15. or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

PACKAGING

62. All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances" as defined under Annex A, Group 1 of the Montreal Protocol on Substances that Deplete the Ozone Layer.

AMERICANS WITH DISABILITIES ACT

63. This clause applies to those contractors who are or will be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 ("Act"), Public Law 101-336, during the term of this contract. Contractor represents and warrants that it is familiar with the terms of the Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this contract as it may be amended, will render the contract voidable at the option of the State upon notice to the Contractor, which notice shall

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be upon such terms and conditions as the state shall determine in its sole discretion. Contractor represents and warrants that it will hold the State, its employees, agents, representatives, officers, successors and assigns harmless and indemnify them from and against any losses, costs, expenses (including, without limitation, attorneys' and other professionals' fees and expenses), legal and equitable damages and liabilities which may arise, directly or indirectly, out of any act of commission or omission of the Contractor concerning compliance with the Act, as the same applies to performance under this contract Agreement.

YEAR 2000 COMPLIANT

64. Year 2000 Warranty: The contractor warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, and firmware ("item") or each service delivered under this contract shall be able to:

- a. Accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;
- b. Properly exchange date/time data when used in combination with other information technology;
- c. Perform as a system if so stipulated in the contract, and the warranty shall apply to those items as a system.

Notwithstanding any provision to the contrary in any vendor warranty or warranties, the remedies available to the State under this Year 2000 warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 warranty is discovered and made known to the contractor in writing. This warranty remains in effect through December 31, 2000 or 365 days following the termination of this agreement, whichever is later.

Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this contract with respect to defects other than Year 2000 compliance.

In addition, the contractor warrants that products or items modified or remediated to achieve Year 2000 compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The contractor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

<p>ATTACHMENT A</p> <p>VENDOR RESPONSE REQUIREMENTS</p>

DEPARTMENT OF INFORMATION TECHNOLOGY

ELECTRONIC GOVERNMENT

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Vendors are required to provide information as described in this QR Attachment in the following format.

1. Response Letter
2. Executive Summary
3. Vendor Validation and Authentication Statement
4. Technical Summary
5. Vendor Business Profile
6. Vendor Solution Statement
7. Experiences & References
8. Acceptance of the State's Offered Agreement
9. The Attachments found in Section D

One (1) signed original and **(1) copy** must be provided.

Instructions regarding QR format and preparation are provided below.

1 RESPONSE LETTER

Responses must include a Response Letter, which must be in the form of a standard business letter, signed by an individual authorized to legally bind the vendor.

2 EXECUTIVE SUMMARY

The vendor must submit a high level statement proposing how their company's background and experience can provide a significant benefit to the e-Forms projects and the Electronic Government program overall. It should also summarize issues related to the QR or in delivering solutions for the stated technical and business requirements.

3 VENDOR IDENTIFICATION STATEMENT (ATTACHMENT D1)

The vendor must attach a fully completed copy of the Vendor Bid Validation and Authentication Statement (ATTACHMENT D1) to the RFQ.

4 TECHNICAL SUMMARY

The vendor must submit an statement acknowledging experience and capabilities with technologies detailed in the Technical Environments section of the Technical and Business Requirements document, Attachment B.

5 VENDOR BUSINESS PROFILE

Vendor qualifications will include a review of organization and financial information for each firm and subcontractors (if applicable).

5.1 Firm Description

Vendors must provide historical, financial, sales, and organizational information and, if applicable, similar information for proposed subcontractors:

5.2 Size and Organization.

A brief summary and organization chart of the company should be included. If the company is a subsidiary of another company, the corporate organizational chart must be provided along with addresses for each entity.

5.3 Financial Status.

Sales in dollars for the three most recent years must be given, along with a financial statement for the last fiscal year.

Include the latest financial audit, profit and loss statement, cash in hand, outstanding billables and pending legal actions.

Vendors must also provide financial statements attributable to the sale of services of similar size and scope, completed over the three most recent years.

6 VENDOR SOLUTION STATEMENT

The vendor must submit a comprehensive Solution Plan addressing the service functions as they relate to the business requirements outlined in Attachment B detailing experience with e-forms recommended architectures. Vendors must respond affirmatively by restating the requirements in their own terms and indicating how their specific background and experience categorically applies to the stated requirements. Vendors who can **not** respond directly to items in Attachment B should not submit a QR to the State in response to this QR. Vendors are requested to organize their Plan according to the following structure:

6.1 Project Description

Vendor must state the overall goals and objectives of the stated requirements including their understanding of scope and approach.

6.2 Methodology Used

Define a methodology, successfully used on similar projects, that will be used to organize, manage and successfully deliver the project and deliverables.

6.3 Business Process Engineering

Describe business process engineering or re-engineering methods successfully used on similar projects and how they will be applied to this project.

6.4 Practices Applied

If the Vendor has any special or proprietary practices it plans to use during the course of this project, state them here.

6.5 List of Deliverables

Based on the information provided under Business Requirements, provide a definitive list of deliverables including software and other tangibles like training and other key components.

6.6 High Level Work Plan

Include a high-level plan showing any phases and major tasks and resource assignments by title.

6.7 Major Milestones

Identify major milestones and describe their strategic importance. Make reference to any defined deliverables associated with such milestones.

6.8 Technologies & Tools Utilized

Identify any and all technologies including development tools your company expects to be used in the design, development and delivery of the project. Describe how they will add value to the project.

6.9 Resource Resumes

Provide representative resumes of individuals which would be assigned to the project. The level and quality of vendor resources submitted will establish the vendors benchmark for future work.

7 EXPERIENCE & REFERENCES

Vendors must list, and include with the response, at least two major systems, of similar size and scope as defined in Attachment B, successfully installed to date and briefly describe their role. Details of other relevant system experience that would be valuable in the completion of this project may be provided

7.1 Project References

Vendors must provide the following information using the form in ATTACHMENT D2 for each reference:

- Company Name and Address
- User Contact and Phone Number or email address
- Information pertaining to engagement
- An e-mail reply to ed.fitch@po.state.ct.us

QRs will not be deemed complete until the information is received.

7.2 Demonstration References

If any of the referenced work is accessible to the general public via Internet connection, the Vendors are asked to include such sites as a demonstration reference. Such systems should be fully operational and of similar scope, function and complexity to the defined business requirements. If the Vendor chooses to submit such demonstration, it must include contact information, which may be used to verify claims.

8 ACCEPTANCE OF THE STATE'S OFFERED AGREEMENT

Vendors must state their acceptance of the **Standard Bid and Contract Terms and Conditions** (SP7a) and the Terms and Conditions in Attachment D.

ATTACHMENT B

**TECHNICAL & BUSINESS
REQUIREMENTS**

DEPARTMENT OF INFORMATION TECHNOLOGY

ELECTRONIC GOVERNMENT (E-GOV)

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1 OVERVIEW

1.1 Electronic Government (E-Gov) Program

Electronic Government is a program to achieve cost and productivity savings by capitalizing on the existing State information technology infrastructure and the growing access to those technologies by the public and corporations. This will be achieved by funding and overseeing a succession of projects that will need to be planned and managed according to a defined set of management guidelines. These projects will also require a formal business process re-engineering methodology, and are expected to produce significant performance improvements over existing processes.

1.2 Program Objectives

Electronic Government program objectives include the following:

- A. To develop web based applications facilitating state business, service offerings, and information requests. To convert all forms from paper to electronic format for which it is cost effective to do so.
- B. To successfully reengineer the process that underlies each form to improve such processes across organizational boundaries.
- C. To incorporate links to appropriate databases and provide prompts and on-line help to make it easier and less costly to fill out the form, as well as improve the quality and validity of the data entered on the form.
- D. To create the capacity to automatically share data entered into electronic forms with appropriate databases in a secure manner.
- E. To achieve economies by reducing transit time as a form moves through a process, eliminating errors that cause repeat handling of forms, eliminating the physical storage and printing cost of paper forms, and eliminating of the need to re-key data into other computer systems.
- F. To extend this program to all types of forms, including those submitted by private businesses and individuals, those that move among agencies and those that move only within agencies.
- G. Develop reusable workflow applets to make e-Gov processes easily adaptable and interoperable with future ERP applications and their related workflow requirements.
- H. Develop the States e-Business technical capabilities through mentoring methods incorporated into each e-Forms project and provided by the vendor.

1.3 Objective of this document

The requirements detailed in Attachment B constitute those known or expected for e-gov projects. They represent the architectural direction and business objectives that the state would like to achieve. They are described here to provide vendors with as much possible detail about project requirements so they can determine if their background, experience and

capabilities are suitable to be a qualified e-Gov vendor. Preferred vendors will have experience with some or all of the technical frameworks and architectures and business requirements. JSP is the preferred architecture for large scale applications. ASP will be employed where appropriate and cost effective.

2 TECHNICAL ENVIRONMENTS

This Section describes the technical infrastructure supporting clients, servers and mainframes associated with e-Forms projects. Infrastructure technologies include hardware and software.

2.1 e-Gov Frameworks

All e-Forms will utilize e-Gov Frameworks. These Java based frameworks implement a collection of architectures which utilize the technical infrastructure described in the following sections. The e-Gov Frameworks will continually be enriched and refined as the State gains experience implementing Internet applications. Eventually e-Gov Frameworks will follow a regular release cycle with product level support.

2.2 Client Infrastructure Technologies

2.2.1 Browser Support

All e-Forms applications shall support Microsoft Internet Explorer and Netscape Navigator browsers. The Java runtime environment shall be provided by **Sun's Java Plug-in** hosted by **Internet Explorer V4.0** or higher or **Navigator V4.0** or higher.

2.2.2 User Interface

Feature rich user interfaces built as Java applets are preferred. Java applets are to utilize Java bean components including the **JFC (Java Foundation Classes) V1.1 or higher together with the Java look and feel**. All user interface designs shall adhere to the design guidelines presented in the book titled **Java Look and Feel Design Guidelines** by Sun Microsystems. AWT (Abstract Windowing Toolkit) components will not to be used.

2.2.3 Client/Server Communications

Applets shall communicate with the Web Application Server using HTTP, RMI, or IIOP. HTTP is preferred. Java servlets and JSP's running on the Web Application Server will be used for dynamic HTML generation and session management for Web Clients. There will be no direct access to other systems including direct database access from the Web Client.

2.2.4 Reporting

All application reporting functions shall utilize a server based reporting model. Reports shall be generated on the Web Application Server and streamed to the client for viewing in Adobe PDF (Portable Document Format). PDF report documents shall be viewed using the **Adobe Acrobat Reader V4.0** browser plug-in.

2.3 Client Workflow Application

A Web e-Forms Client shall utilize the technology and design patterns defined under Section 2.2. Java applets for e-Form clients are always hosted by HTML pages dispensed by a Web Workflow Server. As with the standard Web Client, there is to be no access to other systems including databases directly from the Web Client. All access to such systems and data will be done through Java code running on the Web Application Server.

2.3.1 Data Architecture

The HTML pages served by the Web Workflow Server shall be derived from HTML page templates stored on the server. The Web Workflow Server embeds workflow data into the default values of a hidden HTML form contained on the page. The applet reads and writes values to the form fields through the browser's DOM (Document Object Model). The ability to automatically bind applet fields to HTML form fields by field name will allow simple e-Forms to be assembled without programming.

2.3.2 Printing

Printing of e-Forms shall be done using static PDF forms created using **Adobe Acrobat 4.0**. PDF form files will be stored on the Web Application Server and dispensed to the Web Client for viewing through a generic form printing servlet running on the Web Application Server. Form data will be posted to the servlet by the e-Form client applet. The corresponding PDF will be merged with the posted data through a FDF stream created by the servlet. The FDF stream will be sent as response to the clients posting of form data. This will result in a printable version of the e-form being displayed on the Web Client in the **Adobe Acrobat Reader V4.0** browser plug-in.

2.4 Server Infrastructure Technologies

The reference platform for State of Connecticut Web Application Server shall be **Windows NT 4.0**. Applications should also be capable of running under **AIX, Linux, OS/390 or Sun Solaris** with the appropriate level of Java runtime support on those platforms. The Web Application Server will utilize connectors for access to other system including legacy applications.

2.4.1 HTTP Server

The HTTP server shall provide basic HTTP services without relying on any web server extensions or plug-ins. CGI shall not be used. The application shall be able to utilize the HTTP services of the IBM HTTP Server (Apache), Lotus Go Domino, or Microsoft IIS without change.

2.4.2 Java Application Server

All server side application code shall be written in Java and run within the Java application server. **IBM's WebSphere Advanced and Enterprise Editions** shall be the supported Java Application Server for State of Connecticut Internet applications.

2.4.2.1 Report Generation

The Java Application Server shall be responsible for generating reports. Report data shall be collected programmatically, formatting applied, and streamed as a report to the client for viewing in PDF. Report formatting can be accomplished using one of two methods.

1. The first method generates a complete PDF stream including report data programmatically using the **Style Report Programmers Toolkit from InetSoft Technology**.
2. The second method is to use **Adobe's Java FDF Toolkit** to programmatically generate a FDF (Forms Data Format) stream which references a static PDF file.

2.4.2.2 EJBs

EJBs (Enterprise Java Beans) are currently not be used, but will be a consideration for future direction.

2.4.2.3 Connectors

Connectors will be used to connect the *Web Application Server* with existing applications and data systems. To connect to ODBC compliant relational database a JDBC-ODBC gateway shall be used (Product TBD). To connect to CICS applications running on the S/390 platform, **IBM's CICS Transaction Gateway** will be used. To connect to TN3270 screen sessions (screen scraping) **IBM's Host on Demand V3** Host Access Beans shall be used. To connect to other systems, such as OpenVMS, **IBM's MQSeries** shall be used.

2.4.3 Data Base Services

Application data base services shall utilize **IBM's DB2, UDB V5.2** or **Oracle V8.0** or higher.

2.5 Server Workflow Application

The workflow server shall utilize Filenet/Panagon services.

2.6 Development Environment

2.6.1 Web Development Workbench

IBM's WebSphere Studio shall be utilized to organize web projects and to server as a launch platform for development tools. Deployment shall be performed from WebSphere's development workbench which utilize IBM's Build-IT technology.

2.6.2 Java Development Environment

Java development shall be performed using **IBM's VisualAge for Java V3.0** Professional and Enterprise Editions. Java applets shall be deployed to run under the Java Plug-in 1.1.2.

2.6.3 Source Code Configuration Management

Java source code configuration management shall be performed by the team-programming repository which comes with VisualAge for Java Enterprise. Other application artifacts such as HTML and resources files shall utilize MS SourceSafe through WebSphere Studio.

2.6.4 Report Design

Traditional program output such as tabular reports can easily be formatted programmatically using Style Report toolkit mentioned in a previous section on *report generation*. Another way to use the Style Report product is to use the **Style Report Designer** to graphically create a report template. The report template exposes its data elements through the Style Report toolkit's API. The report is created by programmatically adding data to the report through the template.

Printed output with more complex formatting requirements, such as electronic forms, can leverage the tools found in of **Adobe Acrobat 4.0** to create a static PDF form file and merge data with the form through a programmatically generated FDF stream.

While Adobe Acrobat 4.0 will be required to create form fields the form can be created by any number of tools that can create PDF files. This includes Microsoft Word and Excel in conjunction with the Adobe Acrobat plug-in for Word and Excel.

2.6.5 User Documentation and Help Authoring

For user documentation and on-line Help, Microsoft Word shall be used in conjunction with the Doc-To-Help Help System. Doc-To-Help is a tool to deliver hardcopy documentation and on-line help from one source (A Microsoft Word Document).

Online help for Internet applications shall be deployed on the client using JavaHelp.

3 BUSINESS REQUIREMENTS

3.1 Overview

3.1.1 Section Summary

The requirements detailed in this section provide a function sample of what typical e-Forms projects are expected to entail. It includes business processes, agency involvement, functional requirements and technical components to assist Vendors in preparing their responses. While future projects may not include all of the functional requirements defined here, they are expected to be similar.

These e-Forms project requirements are the basis for Vendor responses and will be used to evaluate and qualify them for inclusion on the roster of Qualified e-Forms Vendors. The evaluation process will involve a thorough review of each Vendor's background and experience relevant to the requirements defined here.

3.1.2 Project Description

Generally, e-Forms Projects will be designed to web enable one or more business forms, involve one or more state agencies and require reengineering of the underlying business process. Such business forms will likely be used by the State of Connecticut for a wide variety of applications from internal agency requests to multi-agency authorizations to public access licensing and certification.

The result of establishing new web enabled processes is expected to simplify data capture and the distribution of information related to particular form(s). It is expected to incorporate multiple platforms and routing through various approval processes in order to eliminate repetitive data entry. It is also expected to improve the speed and integrity of reference checking with other State Agencies and external professional organizations.

3.1.3 Business System Examples

3.1.3.1 Online forms

Provide users the ability to access on-line fillable forms complete with edit checking, data validation, and the ability to submit the form data to be processed by the appropriate state agency / unit.

3.1.3.2 Online forms with Workflow integration

Provide State agencies and employees the ability to route electronic forms through an automated workflow process. This workflow process will be based on a modifiable organizational structure to be used in assigning the requests to employees within the department. The workflow process may be contained within a single agency or across different agencies.

3.1.3.3 Online Payment

Provide users from the general public the ability to pay for selected services on-line using a secure payment mechanism over a secure network connection. This capability may need to take user authentication / verification into consideration. An example of a form fitting this model is a request to renew a motor vehicle registration.

3.1.3.4 Online forms triggering an agency based workflow

Provide users from the general public the ability to access on-line fillable forms complete with edit checking, data validation, which will trigger a workflow process within the responsible agency. The general public user will need the ability to check on the progress of the submitted request. An example of a form fitting this model is a request to change the type of license plate background for an existing registration.

3.1.3.5 Online information access/reporting

Provide users from the general public the ability to view and request publicly available information and or reports. This includes the design and development of web sites, linkage structure, meta links/tags convention, content management and personalization. The user should be allowed to fill in the request criteria and then be provided with a viewable and printable report of the information in a preformatted form or request a mailing. An example of a report meeting this model is a request of all contractor's registered within the Department of Consumer protection working in a specific town.

3.2 Roles and Responsibilities:

3.2.1 Business Owner

Will be the Agency which is the primary owner of the form. A Project Administrator from the agency will be assigned to oversee all aspects of the Project and their direct impact on the business unit.

3.2.2 DOIT Liaison

The Department of Information Technology will assign a DOIT Liaison to be the primary contact and coordinator between the Vendor's Project Team, the Agency Business Owner and DOIT Technical Services Units.

3.2.3 Project Manager

Will be the Vendor's Project Manager. This individual will be a full time and permanent member of the project team. He/she will work on site, with the Agency Business Owner, DOIT Liaison and other team members, for the duration of the project.

This Project Manager will develop MS Project plans with estimates and milestones. The Project Plan will be updated on a regular basis to reflect the progress and identify variances to baseline estimates. The DOIT liaison will schedule project plan review and approval sessions with appropriate agency & DOIT personnel on a monthly basis throughout the duration of the project.

3.2.4 Design Team

Vendor will provide suitable staff to facilitate and coordinate the activities of project team members. The Vendor's Design Team will provide experts in Business Process Reengineering, Forms Design and Electronic Work Flow Design. The Design Team will prepare and present a detailed design for review and approval by the appropriate DOIT personnel prior to beginning actual project development.

3.2.5 Technical Team

Vendor will supply technical staff to support all technologies required to design, develop and implement this solution. Their assigned staff must be experienced in the technologies defined in Section 2 (Technical Environment). Vendor will work with Agency and DOIT staff for all interfacing and infrastructure related requirements.

The Technical Team will provide a series of technical walkthroughs of the detailed design and technical documentation throughout the development life cycle. They will also develop adequate technical documentation to allow the State to continue support and maintenance of the application. DOIT technical staff may be assigned to work with the Vendor's technical staff to ensure their ability to support the e-Form application at the end of the Vendor's contract.

All documents produced in the design and development of the e-Forms applications will remain property of the State of Connecticut. All software code designed and developed as part of this solution should be object oriented in order to take advantage of code reuse and object factory guidelines.

3.3 Agency Involvement

E-Form projects will involve a number of State agencies and departments. The requesting agency will be the business owner and the DOIT Liaison. The Department of Information Technology (DOIT) will act as the primary authority for all technology related selections and issues. DOIT will also monitor the project's technical development and deployment. Additional agencies may also participate in the project if the form is routed, sent or requires information from the agency.

External organizations may be directly or indirectly involved. Professional organizations, local governments or agencies in other states can add requirements if information from their respective organizations is part of the process.

3.4 Staff Mentoring

During the course of development and deployment of the e-Gov program, the State is expecting to dramatically increase its in-house technical and e-business capabilities. It has identified mentoring as a key component of each e-Forms project and will require vendors to proactively include mentoring services as part of their deliverables. The State expects that such a formal and structured partnership with the vendor will enable their staff to successfully take ownership of completed projects. It also sees mentoring as a way for the State to become more self reliant and internally support new project in the future.

3.4.1 Project Mentoring

Vendor will provide mentoring support to the State's senior project and administrative staff members assigned to each project. Mentoring services must include coaching, directing and mutual participation in all aspects of project management.

3.4.2 Technology Mentoring

The vendor's technical resources assigned to the project must proactively provide on-the-job technical training to State technical staff working on each project. Vendor must develop an appropriate curriculum that outlines the technologies and includes, but is not limited to, specific commands, functions, features of the technology. A formal review process must be established and scheduled with each staff member to ensure that knowledge transfer was successfully completed.

3.4.3 Application Mentoring

The vendor must provide mentoring to the State's project staff and users on application design and development methods. This includes full knowledge transfer of the methodologies employed by the vendor during the course of the project. The State's staff is also expected to have a thorough understanding of all features and functionality of the delivered application.

3.5 Form Complexity

E-Form complexity can range from simple to very complex. In addition to basic identity information like name and address, forms can include classification categories, fee schedules and various methods of payment processing. These variations can include editing rules requiring access to server and/or legacy databases for verification. Payment processing can require links to payment clearing houses via internet access. Verification of certifications with outside agencies and organizations may also require access integration with third party databases.

Other e-Form requirements may contain significant workflow. Workflow processes may require routing or mailing to various state agencies and professional organizations to collect certified proof of professional tests, scores and dates. See detailed requirements in the Workflow section. A digital signature component may also be required for signer and document authentication.

3.5.1 Calculated Fields

Some e-Forms will require formulas to calculate fees associated with applications and licenses. Simple fee schedules may be contained in the form while others may require database access based on field contents entered by the user.

3.5.2 Field Edits

Field level edits may include format/content validation as well as table edits against established databases. Editing rules may be dynamically based on field content.

3.6 Process Re-engineering

The underlying business process associated with manual form processing is expected to change significantly in order to accommodate new e-Form processes. Many steps will be eliminated, especially those associated with manual edits and verifications. Others may change to reflect the use of electronic methods of authentication and routing. However, new process must uphold established security and integrity requirements.

Any new, re-engineered process must integrate with existing manual processes. E-Form processes may not replace existing methods but be offered as an alternative method and therefore required to work in concert with existing processes.

3.7 Workflow

This project will involve moderate to complex workflow management involving the use of automated workflow management software. Workflow will incorporate a wide variety of Internet facilities including e-mail, server based routing, and browser pages. Integration with existing State directories will be used when possible to make use of available contact information. The Vendors will assist the State in the development of statewide directories if none are available.

Workflow requirements will include the need for dynamic rules bases routing to accommodate a wide variety of process dependencies. Message based notification is also expected to be employed to direct authorized staff to change legacy databases.

3.7.1 Enterprise Process

Structured workflow and exception processing for transactions will be needed within the owner Agency or other agencies within the State government. Additional requirements may include standardized workflow processes, document approval routes and authorized signer names.

3.7.2 External Process

The workflow processes may go beyond agency boundaries to include businesses, individuals and other professional organizations. This would include requests for service and application processing.

3.7.3 Document Routing

Support a wide variety of routing methods within each process. This may include manual and rules bases routings combined with rules modified by authorized users during the process.

3.7.4 Messaging

Use e-mail with attached work items and document links to notify recipients of work requirements.

3.7.5 Ad-hoc Exception Routing

Provide alternatives to structured flows, allowing ad-hoc processes to be used in conjunction with structured workflow to accommodate real life processes.

3.7.6 Status Tracking

Provide views and reports of a work item and its processing history. This status is useful for analyzing process bottlenecks as well as for debugging process designs.

3.7.7 Security

Control access selectively at various levels including the database, view, document and form levels. Assign and manage rights for users, groups and servers.

3.8 Database Integration

A variety of databases will be employed to support processing of the e-Form. They will include server based files for editing and data collection as well as legacy files for validation and verification. Such databases may reside on dissimilar infrastructures requiring the need to use message queuing software described in the Technical Section.

3.9 Legacy Integration

Legacy files may reside on different mainframe technologies requiring interfacing with various middleware products. Such integration may require the development of server objects or processes to interface with mainframe products. Interfaces may include direct database access or indirectly by communicating with existing transaction processes.

3.10 Electronic Signature

Digital signatures may be used in this project. The types of signatures used and when they will be used will be defined by the State on a project by project basis.

3.11 Reporting

Comprehensive reports on process status and historical logs will be needed to assist the owner agency to properly administer each form process. .

3.11.1 Status

Provide the ability to report the status of each request in order to identify bottlenecks, avoid delays and show progress.

3.11.2 Transaction Logging

Each process step and action will be recorded as a historical event. Must provide Reports which show complete transaction logs to analyze performance or trace problems.

3.11.3 Statistical

Provide comprehensive statistical reports to show transaction volume for management analysis and planning.

3.12 Testing/Quality Assurance

Vendor will design and administer a plan for testing of the application and related system interfaces. The test plan must incorporate functional testing by technical and team members as well as business level tests by users. The vendor will manage all aspects of incident logging, tracking and resolution. Results of test must be reported and presented by the vendor in a timely manner during test execution with final recommendations for implementation training.

Curriculum development and staff training will be an integral part of this project. A training plan to provide adequate levels of training for direct staff affected by the change as well as awareness training for peripheral departments.

3.13 Rollout

A detailed, phased rollout plan will be required to effectively plan and manage the implementation. It will require pre-cutover, conversion and post implementation activities to ensure a smooth, successful transition.

4 E-FORMS PROJECT-- DEVELOPMENT REQUIREMENTS

4.1 Object Factory

A technical project designed to establish or improve an Object development environment in support of the design and development of e-Forms.

4.1.1 Objective

Establish a development factory to achieve economies of scale and benefits associated with Object development in a multi-server environment. This type of production environment is expected to employ standard methods and procedures to ensure a high level of modularity for object reuse. It is also expected to establish discrete development, test and production environments including standards and procedures for managing full cycle system application development.

4.1.2 Scope

This project is technical in nature and exclusively for DoIT staff. It is limited to object oriented development tools residing on servers. No mainframe technologies are involved.

4.1.3 Technical Requirements

Java technologies including the use of applets, servlets, and JSP. JDBC, Oracle or DB2 Databases. Large scale Web applications with static and dynamically generated content, with reusable business objects. Discrete development, test and production environments. Full life cycle application system development requirements. ASP will be employed where appropriate and cost effective.

<p>ATTACHMENT C</p> <p>DEFINITIONS</p>
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DEPARTMENT OF INFORMATION TECHNOLOGY

ELECTRONIC GOVERNMENT

1 DEFINITIONS

CPD—Contracts and Purchasing Division

DOIT—Department of Information Technology

e-Forms—An electronic forms project which uses a formal business methodology and defined Internet technology to Web enable paper forms and re-engineer the underlying business process.

e-Gov—A program to achieve cost and productivity savings by capitalizing on existing State information technology infrastructure and the growing access to those technologies by the public and corporations.

ITB—Invitation to Bid is a competitive procurement process that uses a Statement of Work to detail business requirements and describes a solution deliverable to which a vendor submits firm cost estimates.

OPM—Office of Policy and Management

Procurement Process—The procurement process is the process of issuing this RFP, evaluating bidders' proposals submitted pursuant to this RFP, the evaluation of such proposals, and the awarding of a contract.

Proposal—A vendor response to an RFP and/or any of its appendices which offers to supply the State with specific data processing resources according to State prescribed terms and conditions.

QR—Qualification Request is a process to identify vendors with a demonstrated capability to provide full service technology solutions for future e-Forms projects and place them on a roster of Qualified e-Forms Vendors for subsequent used by the Department of Information Technology.

Resulting Contract—The resulting contract is the contract awarded under this RFP that is signed with the vendor.

RFP—A Request For Proposal (such as this document or any appendix thereto) which solicits vendor proposals to satisfy State functional requirements by supplying data processing product and/or service resources according to specific terms and conditions.

Software License—A State computer program product acquisition from a supplier under an agreement whereby the State acquires the right to the use of the product on a designated computer system located at a designated site and under which the State does NOT acquire the licensor's: (1) title to the product nor, (2) liability for payment of any personal property tax levied upon the product, nor (3) liability for payment of any liability/casualty premium for the product.

SOW—. A Statement Of Work is a description of the tasks to be performed by the vendor in terms of required outcomes or results. Accountability for the final outcome is clearly defined and the vendor remains responsible and accountable for achieving the required results based upon their own proposed technical and management approach and internal processes which have not been dictated by the State.

State—The State of Connecticut, and its Departments, Institutions and Agencies or any combination thereof.

Supplier—A vendor receiving a State award to supply specific data processing resources under an agreement with the State.

Systems Warranty Period—That period during which the quoting vendor will provide hardware/software product support and/or maintenance to the State at no charge. The State requires that any vendor system warranty cover products of "third party" origin to the same extent as the vendor warranty may apply to vendor fabricated products.

Tax Calculation—The method(s) used by a taxing authority to determine the actual amount of tax payment to be made by a product title holder as a result of a tax assessment and levy upon the product.

Tax Liability—The obligation for payment of any personal property tax levied on a supplier product by an appropriate taxing authority. Such tax payment obligation must be satisfied by a supplier promptly after receipt of an official taxing authority notice of taxes due. Any supplier failure to do so will constitute a breach of the vendor's agreement with the State applicable to product acquisitions. The State will not assume any liability either for the basic tax or arising from any supplier's late payment or nonpayment of taxes due.

Training—Provide instruction in specified areas (Management overview, Operations, Maintenance and Use) on the installed systems and software.

UI—Unemployment Insurance program.

Vendor—The vendor as used in this RFP means the organization or individual submitting a proposal in response to this RFP, and, once the contract is awarded, the contractor resulting from this procurement process.

Attachment D

The following are terms and conditions of this QR:

1. TERM OF CONTRACT
2. CERTIFICATION
3. BONDING
4. TERMINATION
5. PERFORMANCE
6. PURCHASE ORDER
7. PERFORMANCE CRITERIA
8. PAYMENT CONSIDERATIONS
9. INDEPENDENT CONTRACTORS
10. NEW RELEASES
11. CONFIDENTIALITY
12. OWNERSHIP AND PROPRIETARY RIGHTS
13. SEPARABILITY
14. HEADINGS
15. GENERAL
16. COMMUNICATIONS
17. SURVIVAL
18. ENTIRETY OF CONTRACT
19. MAINTENANCE AND AUDIT OF RECORDS
20. INSURANCE
21. INDEMNIFICATION
22. PAYMENT OF RECOVERABLE COSTS
23. YEAR 2000 AND OTHER DATES
24. NONDISCRIMINATION

Terms and Conditions

The parties hereto do hereby agree as follows:

1. TERM OF AGREEMENT.

a. This Agreement shall become effective upon its approval as to form by the Office of the Attorney General of the State of Connecticut and shall continue until terminated by either party upon ninety (90) days' prior written notification to the other party, except that such termination may not be effected so long as this Agreement applies to any Statement of Work

b. If notification of termination is received from Vendor, the State agrees to no longer issue Purchase Order(s) for any additional services under the terms and conditions of this Agreement.

2. CERTIFICATION. Each Vendor shall sign the certification document included with the bid packet.

3. BONDING.

Any bonding requirements will be stated in the related SOW.

4. TERMINATION.

a. This Contract may be terminated:

i. by the State upon thirty (30) days' prior written notification to the Vendor.

ii. upon thirty (30) days' notice to the Vendor, by the issuance of a Purchase Order Amendment (State of Connecticut Form CO-95), the agency may reasonably amend any Purchase Order and/or may terminate any Vendor or subcontractor noted in any Purchase Order.

iii. if in the opinion of the agency the ongoing performance of any service provided by Vendor does not conform to the provisions of an issued Purchase Order, the State shall give Vendor written notice of performance deficiencies. Vendor shall then have not more than a ten (10) calendar day period to correct, or begin to correct, any such deficiency. If the Vendor fails to correct such deficiencies to the State's satisfaction, then the Vendor may be subject to the provisions of Paragraph 38 of the SP7a-IT.

b. Completion of any services of any Vendor provided hereunder, or the State's failure to issue any Purchase Order hereunder, shall not terminate this Contract.

c. The Vendor reserves to itself any rights that it may have under the laws of the State of Connecticut in regard to the termination of any work in progress.

5. PERFORMANCE.

- a. The Vendor shall perform its work in accordance with the provisions of this Contract. The Vendor shall provide the commodities and/or services listed in the SOW in accordance with the provisions contained in the SOW and the Purchase Order. This Contract incorporates any Statement of Work issued by the Department of Information Technology and any Purchase Order issued by an agency. The Vendor shall provide any requisite Performance Bond within 20 days after the issuance of the Purchase Order.
- b. It shall be understood and agreed that any and all services furnished shall comply fully with all applicable Federal and State laws and regulations.
- c. Services must be delivered as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, Vendor shall be responsible for all services provided under this Contract. State personnel are not required to assist in this process except as otherwise specifically stated in this Contract or the SOW. The decision of the State as to reasonable compliance with delivery of services shall be final. Burden of proof in all claims shall rest with the Vendor.
- d. Services shall be delivered according to accepted standard commercial practice, employing the best practices for the type of service being rendered, without extra charge for the employment of such best practices, except as otherwise specifically stated in Contract. The results of any service performed (such as software development) by the Vendor shall remain the property of the State unless otherwise stated in the Statement of Work. Software developed by a Vendor, and not using State money, shall remain the property of the Vendor.
- e. The Vendor represents that any person providing service under this Contract is qualified to perform the work and has the proper education, training and experience to perform the services under this Contract.
- f. The Vendor acknowledges that time is of the essence in the performance of any and all services under this Contract and that any request for extension of time for delivery of services from that specified must be approved by the State, such extension applying only to the particular service subject to the request.
- g. If any Vendor fails to perform its obligations in accordance with the terms of this Contract, such Contract may be awarded to the next qualified Vendor, and so on until such Contract is awarded and accepted. Such Vendor shall be subject to the provisions of paragraph 4. In addition, the State shall have the immediate right to any sums pledged as a Bid guaranty or surety.

6. PURCHASE ORDER. The State shall incur no liability under this Contract until such time as the agency issues a Purchase Order executed on the official State of Connecticut Form issued by the Comptroller of the State of Connecticut. Any work performed by the Vendor prior to the issuance of such a Purchase Order shall be solely at the Vendor's risk. The Vendor waives any right to payment for any services performed without such a properly executed Purchase Order. Upon the issuance of such a properly executed Purchase Order the Vendor shall provide to the agency certain deliverable(s), hereinafter referred to as "Deliverable(s)," as noted in the LIST OF DELIVERABLES in the SOW, in accordance with the terms and conditions of this Contract and in accordance with the provisions set forth in such Purchase Order. Any such Purchase Order shall contain, as a minimum, the following:

- a. All deliverables with a corresponding payment schedule,
- b. Name of Vendor and any subcontractors,
- c. Maximum not to exceed amount,
- d. Duration of required services of Vendor and each subcontractor (start date, end date),
- e. Project title,
- f. Statement of Work (or reference to Statement of Work),
- g. Agency official or representative from whom supervision shall be received,
- h. Address for submission of invoices,
- i. Reference to the appropriate SOW.

7. PERFORMANCE CRITERIA.

- a. The Vendor shall be provided a Statement of Work issued by the Department of Information Technology.
- b. This Statement of Work, unless modified in writing by the Department of Information Technology, shall be the performance guide to be used by both the Vendor and agency.
- c. The Vendor shall comply with any agency requirement for status reporting, management methodologies, related documentation, computer operations, standards, practices, and published security procedures.
- d. The services of a Vendor shall not be deemed completed until all aspects of the Statement of Work have been completed to the agency's satisfaction (including implementation and post audit). Such approval shall be timely and shall not be unreasonably withheld.
- e. The Vendor shall forward, on a quarterly basis, a copy of all Purchase Orders issued by agencies to the Contracts and Purchasing Division of the Department of Information Technology.

8. PAYMENT CONSIDERATIONS.

- a. Work Day. The work day of the agency is eight (8) hours unless otherwise stated in the Purchase Order.
- b. Computing Payments. The agency shall require any hourly billing in one-quarter (1/4) hour increments up to eight (8) hours in any one day. However, any time billed to the agency in excess of the standard 8 hour workday requires prior agency written approval. The State shall make payment for services completed based on quarter hour increments at the hourly rates in the Schedule of Rates, up to the maximum not to exceed amount listed for the Deliverable in the Purchase Order.

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- c. Should the Statement of Work be revised by the Department of Information Technology then such revisions must be made in writing. The Vendor will prepare a not to exceed estimate to incorporate the revised Statement of Work into the project and a project impact statement to detail any project Deliverable timeframes. Should such estimate be accepted by the agency then the change as evidenced by approval by the Department of Information Technology and issuance of a new Purchase Order will amend the Statement of Work. Payments for such changes will be made in the same manner as stated in the original Purchase Order.
 - d. Travel Time. The State shall not pay the Vendor for daily travel time between the Vendor's place of residence and the place of work.
 - e. Expenses. Reimbursement of travel expenses incurred for the single trip necessary for the Vendor to report for the first day's work from the Vendor's place of permanent residence as well as the single trip necessary for the last day's work for the Vendor to return to the Vendor's place of permanent residence may be granted. The State shall not pay the Vendor any other expenses incurred by a Vendor unless authorized by the agency. Reimbursement of any and all travel or such other expenses incurred at the agency's request must be authorized beforehand, in writing, by the agency.
 - f. Enhanced Training. The agency shall not allow a Vendor to attend training courses at the expense of the State, unless such courses are in the best interests of the agency. Any such courses must be requested, justified, and authorized beforehand, in writing, by both the agency and the Contracts and Purchasing Division of the Department of Information Technology.
 - g. Personnel Movement Costs. The State assumes no liability, financial or otherwise, for the transportation of Vendor's personnel and their possessions into or out of the State of Connecticut.
 - h. Experience of Vendors. There shall be no upward reclassification of a Vendor during the term of this Contract into a higher experience category for pay purposes.
 - i. In no event shall the State pay the Vendor for any amount in excess of the maximum not to exceed amount specified in the Purchase Order. The Statement of Work shall not be revised by the agency due to the Vendor's failure to properly estimate the amount of time required to complete the services listed in Statement of Work. The Vendor acknowledges that it has been selected by the State as the lowest responsible qualified vendor and as such, will perform the services requested in the Statement of Work at or below the maximum not to exceed amount listed in the Purchase Order.
9. INDEPENDENT VENDORS AND EMPLOYEES OF VENDOR
- a. The Vendor may provide services through the use of Vendor selected subcontractors which in turn are acceptable to the agency. The responsibility for payment to any subcontractor hired by the Vendor and agreed to by the agency will rest solely with the Vendor.
 - b. The Vendor warrants and represents that all subcontractors and/or independent contractors assigned to perform under this Contract shall be construed as if they are full-time employees of the Vendor. The Vendor agrees to promptly provide specific supportive documentation of employment status as requested.

- c. The agency shall have the opportunity to interview and accept or reject any subcontractor recommended by the Vendor to provide services to that agency.

10. NEWS RELEASES, COMMERCIAL ADVERTISING. Vendor news releases and commercial advertising which pertain to this Contract shall neither be made nor authorized by the Vendor without prior written approval of the Contracts and Purchasing Division of the Department of Information Technology.

11. CONFIDENTIALITY.

- a. In order that the Vendor may effectively assist the agency, the agency may disclose to the Vendor confidential information relating to past, present and/or future operations relative to the State, including the agency.
- b. All data and/or other information, in whatever form, delivered by the agency or otherwise obtained from the agency by the Vendor pursuant to this Contract shall be deemed confidential to the State, including the agency.
- d. The Vendor shall provide care and safeguards for the State's, including the agency's, information and instruct its personnel to keep such information confidential by using such care and discretion as may be necessary. The Vendor shall have no obligation to safeguard such material if the material is publicly available, already in public possession or publicly known, rightfully obtained by the Vendor from third parties, or disclosed by the Vendor as required of the Vendor pursuant to the laws of public disclosure.

12. Ownership and Proprietary Rights.

- a. All products developed under the terms of this Contract shall become and remain the sole property of the State and the State shall have sole proprietary rights thereto. This shall include all partially completed work in the event that the Contract is terminated before completion for any reason.
 - i. The Vendor shall transfer to the State, as part of the consideration for this Contract, any and all copyright rights or other proprietary interests which the Vendor may have in materials ("Work Products") produced by it under the terms of this Contract; and that the Vendor shall, whenever so requested by the State, sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to the State a letter contract, in form and content satisfactory to the State, stating that the Vendor thereby irrevocably transfers to the State all of its copyright and other proprietary rights in the Work Products designated by the State in its related request.
 - ii. If deemed appropriate by the State in its sole discretion, the Vendor shall agree that any or all Work Products shall be deemed a work of joint authorship by the State and the Vendor for copyright purposes, and shall be registered as such with the United States Copyright Office. The Vendor hereby waives any right to oppose or object to such a claim of joint authorship or to such related copyright registration.

- c. The Vendor shall not engage or allow any party ("Other Party") other than itself or the State to contribute directly to the creation of any Work Product unless the Vendor has first obtained from said Other Party a written contract ("Secondary Contract") containing essentially the same terms as Section B above; i.e., the Other Party shall agree to transfer to the State any and all copyright or other proprietary rights said Other Party may have in designated Work Products, or, if the State so requests, shall agree to deem such Work Product a work of joint authorship by the State and by Other Party, and, if appropriate, by the Vendor also; and shall agree to sign (with proper notarization or other lawful acknowledgment of its signature) and deliver to the State any letter contract ("Letter Contract") of the kind described in Section B above which the State shall request from it. The Secondary Contract between the Vendor and an Other Party shall provide expressly that any such Letter Contract delivered by the Other Party to the State shall be directly enforceable by the State, and that the execution, delivery, and enforceability of such a Letter Contract are part of the consideration for the Secondary Contract.

13. SEPARABILITY. In the event any provision of this Contract is decided by a proper authority to be invalid, the remaining provisions of this Contract shall be unimpaired and the invalid provision shall be replaced by a provision which, being valid, comes closest to the intention underlying the invalid provision.

14. HEADINGS. The headings given to sections of this Contract are intended to be used as reference only, and shall not affect the construction or interpretation of this Contract.

15. GENERAL.

- a. This Contract does not authorize either party to act as the agent or legal representative of the other for any purpose whatsoever. Neither party is granted any express or implied right, obligation or responsibility to bind the other party in any manner or thing whatsoever.
- b. The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver by either party of a breach of any provision herein shall not be taken or held by the other party to be a waiver of the provision itself unless such a waiver is expressed in writing by the affected party and signed by an authorized individual of the affected party.
- c. This Contract shall be deemed to have been made in the State of Connecticut and shall be governed in all respects by the laws of said State.

16. COMMUNICATIONS. The address for the submission of invoices shall be provided in Purchase Orders. Unless notified otherwise by the other party in writing:

- a. Correspondence and notices between the parties to this Contract as to general business matters, quarterly reporting of Purchase Orders received, or the terms and conditions herein should be directed to:

State - Contracts & Purchasing Division
Department of Information Technology
101 East River Drive
East Hartford, CT 06108-3274

Vendor - As stated in the Response submitted by the Vendor

Notices sent by United States mail with postage prepaid shall become effective when mailed.

- b. All technical, coordination, or day-to-day administrative matters pertaining to this Contract should be directed to:

Agency - As specified in the applicable Purchase Order

Vendor - As stated in the Response submitted by the Vendor

17. SURVIVAL BEYOND COMPLETION. The provisions of Sections 13, 14, 20, 21, 22 and 24 shall survive forever.

18. ENTIRETY OF CONTRACT.

- a. Order of Precedence. In the event of conflict of terms and conditions contained in the following documents, which comprise this Contract and are attached hereto by reference, the parties agree that the order of precedence is:
- i. The related Statement of Work (SOW),
 - ii. these Terms and Conditions
 - iii. the Attachments to the QR,
 - iv. the QR,
 - v. the Standard Bid and Contract Terms and Conditions (SP7a),
 - vi. the Purchase Order issued by the Agency,
 - vii. the Vendor's QR Response, and
 - viii. the Vendor's Response to the Statement of Work.
- b. To the extent the provisions of the previously mentioned LIST OF SUBCONTRACTORS, SCHEDULE OF RATES and LIST OF DELIVERABLES do not contradict the provisions of this Contract, said documents are incorporated herein by reference and made a part hereof as though fully set forth herein. This Contract, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

19. MAINTENANCE AND AUDIT OF RECORDS.

- a. Project Accounts. The Vendor shall maintain an accounting system that is adequate to segregate and accumulate reasonable, allocable costs and maintain accounts and records in accordance with generally accepted accounting principles consistently applied.
- b. Allowable Costs. The authority for determining allowable costs under the Contract shall be the State's Office of Policy and Management's General Letter No. 97-1, November 21, 1996, which is incorporated herein by reference.

c. Audit and Inspection of Records.

- i. The Vendor shall permit the authorized representatives of the State to inspect and audit all data and records of the Vendor relating to his performance under the contract until the expiration of six (6) years after final payment under this contract.
- ii. The Vendor agrees that the State, upon request, may forward copies of audit reports and/or audit work papers relating to audits, performed by and/or for the State, of the Vendor's Burden, Fringe and Overhead Costs, to other States, Federal Agencies or Local Governmental Agencies.
- iii. The Vendor further agrees to include in all its subcontracts hereunder a provision to the effect that the subcontractor agrees that the State or any of its duly authorized representatives shall, until the expiration of six (6) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, involving transactions related to any subcontractors. The term "subcontract" as used in this clause excludes work not exceeding \$25,000.00.
- iv. The periods of access and examination described above, for records which relate to (1) appeals for disputes, (2) litigation of the settlement of claims arising out of the performance of this contract, or (3) costs and expenses of this contract as to which exception has been taken by the State or any of its duly authorized representatives, shall continue until such appeals, litigation, claims, or exceptions have been disposed of.

- d. Record Retention. The Vendor agrees that it shall preserve all of its records and accounts concerning the implementation of this Contract including, but not limited to, any records, books, or other documents relative to charges, including charges for Extra Work, alleged breaches of contract, settlement of claims, soils and foundation services, or any other matter involving the Vendor's or Subcontractor's demand for compensation by the State for a period of not less than six (6) years from the date of the final payment under this Contract. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.

20. INSURANCE.

- a. LIABILITY INSURANCE With respect to the operations performed pursuant to each Purchase Order issued under the terms of this Contract and also those performed for him by subcontractors, the Vendor shall carry for the duration of this Contract and any supplements thereto, with the State being named as an additional insured party for item (i) below, the following minimum liability insurance coverage at no direct cost to the State. Said coverage to be provided by an insurance company or companies satisfactory to the State. Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

- i. Insurance providing for a total limit of Seven Hundred Fifty Thousand Dollars (\$750,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence and subject to that limit per accident a total (or aggregate) limit of One Million Five Hundred Thousand Dollars (\$1,500,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period, and
 - ii. The operation of all motor vehicles, including those hired or borrowed, used in connection with this Contract shall be covered by Automobile Liability Insurance in the following amounts: Insurance providing for a total limit of Five Hundred Thousand Dollars (\$500,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to the limit per accident, a total (or aggregate) limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period.
- b. **VALUABLE PAPERS INSURANCE.** Secure and maintain a Valuable Papers Insurance Policy at no direct cost to the State, until the complete assignment has been accepted by the State and all original data or documents have been returned to the State. This will assure the State that all records, papers, statistics, notes and other data or documents will be re-established, recreated, or restored if made unavailable by fire, theft, or any other cause. When data is furnished by the State it shall retain in its possession duplications of all plans and notes. The Vendor shall retain in his possession duplications of all products of his work under this Contract, if and when it is necessary for the originals to be removed from his possession during the time that this policy is in force. This policy shall provide coverage in the amount of Seventy-Five Thousand Dollars (\$75,000) when the insured items are in his possession, and in the amount of Twenty Thousand Dollars (\$20,000) regardless of the physical location of the insured items.
- c. **PROFESSIONAL LIABILITY INSURANCE.** Secure and maintain at no direct cost to the State a Professional Liability Insurance policy for errors and omissions in the minimum amount of Five Hundred Thousand Dollars (\$500,000). The Vendor shall obtain the appropriate and proper endorsement to its Professional Liability Policy to cover the Responsibility for Claims and Liability clause in this contract as the same relates to negligent acts, errors or omissions in the work performed by the Vendor. The Vendor may, at his election, obtain a policy containing a maximum One Hundred Thousand Dollars (\$100,000) deductible clause, but if he should obtain a policy containing such a clause the Vendor shall be liable, as stated above herein, to the extent of the deductible amount. The Vendor shall continue this liability insurance coverage for a period of six (6) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance.
- d. **WORKERS' COMPENSATION INSURANCE.** With respect to all operations the Vendor performs and all those performed for the Vendor by subcontractors, the Vendor shall carry Worker's Compensation Insurance in accordance with the requirements of the laws of the State of Connecticut.

- e. CERTIFICATE OF INSURANCE. The Vendor agrees to furnish to the State a "Certificate of Insurance, CON 32", in conjunction with Items A, B, C and D above fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove which policy or policies shall be in accordance with the terms of said Certificate of Insurance.
- g. Failure of the Vendor to maintain insurance coverage in accordance with the terms of the contract shall constitute a violation of the contract and shall subject the Vendor to liquidated damages in the amount of ten percent (10%) of the total contract price, subject to the continued commercial availability of such insurance. Any such liquidated damages are in addition to any other remedies that the State may have under this Contract or at law or in equity.

21. RESPONSIBILITY FOR CLAIMS AND LIABILITY

The terms and conditions that will apply to Responsibility for Claims and Liability in future Statements of Work that will be issued against this Contract Award for additional DOIT e-government projects will be fully set forth in each individual Statement of Work as opposed to being set forth in this QR.

22. PAYMENT OF RECOVERABLE COSTS DUE TO THE STATE. The State shall have the right to set off against amounts otherwise due to the Vendor under this Contract or under any other contract or arrangement that the Vendor has with the State (a) any costs that the State incurs which are due to the Vendor's non-compliance with this Contract and (b) any other amounts that are due and payable from the Vendor to the State. Any sum taken in set-off from the Vendor shall be deemed to have been paid to the Vendor for purposes of the State's payment obligations to the Vendor under Connecticut General Statute Section 49-41c.

23. YEAR 2000 AND OTHER DATE WARRANTY.

- a. The Vendor warrants that each hardware, software, and firmware product ("product") or each developed, modified or remediated item of hardware, software, and firmware ("item") or each service delivered under this Contract shall be able to:
 - i. accurately assess, present or process date/time data (including, but not limited to, management, manipulation, processing, comparing, sequencing and other use of date data, including single and multi-century formulae and leap years) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations;
 - ii. properly exchange date/time data when used in combination with other information technology;
 - iii. perform as a system, if so stipulated in the Contract, and the warranty shall apply to those items as a system.

- b. Notwithstanding any provision to the contrary in any Vendor warranty or warranties, the remedies available to the State under this Year 2000 and Other Date warranty shall include repair or replacement of any listed product and/or item whose non-compliance with the Year 2000 and Other Date warranty is discovered and made known to the Vendor in writing. This warranty remains in effect through December 31, 2000 or 365 days following the termination of this contract, whichever is later. If the Vendor utilizes a windowing technique with a pivot date or trigger date earlier than April 1, 2021 and the Vendor has not been directed by the agency in writing to utilize such an earlier pivot date or trigger date, this warranty shall extend until April 21, 2021.
- c. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this Contract with respect to defects other than Year 2000 and Other Date compliance.
- d. In addition, the Vendor warrants that products or items modified or remediated to achieve Year 2000 and Other Date compliance will remain unaffected with respect to their functioning or performance except for processing and exchanging date/time data. The Vendor warrants that products or items not being modified or remediated directly will remain unaffected with respect to their normal functioning or performance.

24. NONDISCRIMINATION.

- A. The Vendor agrees to comply with the terms of Section 4a-60 of the General Statutes of Connecticut, as may be amended from time to time.

This section is inserted in this contract in connection with Subsection (a) of Section 4a-60 of the General Statutes of Connecticut, as revised.

- a. For the purposes of this section, "minority business enterprise" means any small Vendor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in Subsection (a) of Conn. Gen. Stat. Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For the purposes of this section, "commission" means the commission on human rights and opportunities.

For the purposes of this section, "public works contract" means any contract between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- b. (1) The Vendor agrees and warrants that in the performance of the contract such Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such Vendor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Vendor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Vendor that such disability prevents performance of the work involved; (2) the Vendor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Vendor agrees to provide each labor union or representative of workers with which such Vendor has a collective bargaining contract or other contract or understanding and each vendor with which such Vendor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Vendor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Vendor agrees to comply with each provision of this section and Conn. Gen. Stat. Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Sections 46a-56, 46a-68e and 46a-68f; (5) the Vendor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Vendor as relate to the provisions of this section and Conn. Gen. Stat. Section 46a-56. If the contract is a public works contract, the Vendor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- c. Determination of the Vendor's good faith efforts shall include but shall not be limited to the following factors: The Vendor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Vendor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

- e. The Vendor shall include the provisions of Subsection b of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Vendor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. Section 46a-56; provided, if such Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Vendor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- f. The Vendor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

B. NONDISCRIMINATION PROVISIONS REGARDING SEXUAL ORIENTATION.

The Vendor agrees to comply with the provisions of Section 4a-60a of the General Statutes of Connecticut as may be amended from time to time.

This section is inserted in this contract in connection with Subsection (a) Section 4a-60a of the General Statutes of Connecticut, as revised.

- a. (1) The Vendor agrees and warrants that in the performance of the contract such Vendor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Vendor agrees to provide each labor union or representative of workers with which such Vendor has a collective bargaining agreement or other agreement or understanding and each vendor with which such Vendor has a contract or understanding, a notice to be provided by the commission on human rights and opportunities advising the labor union or workers' representative of the Vendor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Vendor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56 of the general statutes; (4) the Vendor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Vendor which relate to the provisions of this section and section 46a-56 of the general statutes.

- b. The Vendor shall include the provisions of Subsection a of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Vendor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56 of the general statutes; provided, if such Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Vendor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- c. The Vendor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

C. EXECUTIVE ORDER NO. THREE.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion.

The Vendor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

D. EXECUTIVE ORDER NO. SIXTEEN

This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the contracting agency for violation of or noncompliance with said Executive Order No. Sixteen.

The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting State shall have jurisdiction in providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts.

E. EXECUTIVE ORDER NO. SEVENTEEN

This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

This Agreement, as thus constituted, contains the complete and exclusive statement of the terms and conditions agreed to by the parties hereto and shall not be altered, amended, or modified except in writing executed by an authorized representative of each party.

NOTE: (1) Vendors must comply with these Terms & Conditions

Acknowledge your Agreement by signing below:

I _____
Vendor Representative Title

Agree to the Terms & Conditions as presented herein

I may be contacted at Vendor's Tel. _____

And Fax No. (if any) _____

Issued: 3/28/2002

ATTACHMENT D1**Vendor Identification Statement****Date** ____/____/____**FEIN Number** _____**Company Name** _____
(Trade Name, Doing Business As)**Address** _____**City** _____ **State** ____ **Zip** _____ - _____**Phone No.** (____) _____ **FAX No.** (____) _____**Email:** _____**Company Web Site:** _____**Contact Person** _____**Authorized Signature** _____
(Must be authorized to sign Bids on behalf of the above named company)**Type or Print name of Authorized Person** _____

ATTACHMENT D2**Vendor Experiences & References**

References for relevant work completed including: dates of the engagement, and services provided. The reference signature attests to the satisfactory accomplishment of the documented system experience. The signature should preclude further contact with the reference. The reference may elect to email the information to ed.fitch@po.state.ct.us in lieu of the reference form. This information must be received within one week of the bid acceptance date. The reference and the organization represented by the reference are absolved of any liability related to the information in the vendor reference request. (Use additional sheets as necessary).

Company Name _____**Address** _____**City** _____ **State** _____ **Zip** _____ - _____**Contact Person** _____ **Phone No.** (____) _____**Email:** _____**Engagement Dates** _____**Size of Project: #Vendor Staff** _____ **#Client Staff** _____**Describe Services provided:****Reference Signature** _____ **Date** ____/____/____

ATTACHMENT D2**Vendor References(continued)****Engagement Dates** _____**Size of Project: #Vendor Staff** _____ **#Client Staff** _____**Describe Services provided:****Reference Signature** _____ **Date** ____/____/____

ATTACHMENT D3**Vendor Validation and Authentication**

The person responsible for the validation of your bid must fully complete and sign this statement where indicated and include it with your company's QR response. By so doing the signer attests, on behalf of the company, that the information provided represents:

1. Full and unconditional acceptance of all the Administrative Requirements of the QR.
2. Complete and valid information as of the response due date.
3. A "best effort" by the company to comply with all State requirements regarding response content and format.

VALIDATING
OFFICIAL:

Signature and Date

Printed Name and Title

By countersigning this document, I certify that the information provided in this response is true, complete and can be verified by the State of Connecticut which _____ (name of entity) is fully prepared to provide references and I further certify that the company official who validated this bid was authorized to represent _____ in that capacity on the date of his/her signature.

AUTHENTICATING
OFFICIAL:

Signature and Date

Printed Name and Title

ATTACHMENT D4**Proof of Connecticut Registration**

Connecticut Registration. Attached is proof of our registration or pending registration to do business in the State of Connecticut (Proof is a copy of your registration or pending registration with Secretary of State) and; a copy of the cover sheet of the insurance policy which demonstrates coverage and limits for General Liability, Automobile Liability, Worker's Compensation and Professional Errors and Omissions.

I certify that the above information is true and grant permission for the Department of Information Technology to contact the above named person or otherwise verify the information I have provided.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____